

# **CREDIT ACCOUNT APPLICATION FORM**

Please complete and return this form. A credit account will only be opened subject to satisfactory references.



## **Company Details:**

Company		Telephone	
Address		Fax	
		Web site	
		E-mail	
		Company Reg. No	
Postcode		Monthly Credit Req.	

## **Contacts:**

Sales Contact		Telephone		Fax	
Accounts Contact		Telephone		Fax	

## **If Non Limited company, please state full name and private address of partners/sole trader:**

Full Name		Full Name	
Address		Address	
Postcode		Postcode	
Telephone		Telephone	

## **Trade References:**

Company		Company	
Address		Address	
Telephone		Telephone	
Fax		Fax	

## **Name and Full Address of Bankers:**

Bank Name		Sort Code	
Address		Account No	
		A/C Name	

WE WOULD LIKE TO APPLY FOR A CREDIT ACCOUNT AND HEREBY SIGN THAT WE ACCEPT THE CREDIT TERMS OF STRICTLY NETT 30 DAYS AND THAT WE HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS OF SALE PRINTED BELOW

Signed		Print	
Position		Date	

## **FANTAS-TAK LTD - TERMS AND CONDITIONS**

**1.INTERPRETATION.** 1.1 In these Conditions "Customer" means the person who accepts the quotation of the Company for supplying the Product detailed in the quotation. "Product" means the product, which the Company is to supply in accordance with these Conditions & any artwork supplied by the Company at the request of the Customer. "Company" means Fantas-Tak Ltd registered in England under number 3885856. "Conditions" means the standard terms & conditions of sale set out in this document & (unless the context otherwise requires) includes any special terms & conditions agreed in writing between Customer & the Company. "Contract" means the contract for the supply of the Product. "Writing" includes telex cable facsimile transmission & comparable means of communication.

**2.BASIS OF THE SALE** 2.1 The Company shall supply the Product & the Customer shall pay for the Product in accordance with any written quotation of the Company which is accepted by the Customer subject to these conditions which shall govern the Contract to the exclusion of any other terms & conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the customer. 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company. 2.3 The Company's employees or agents are not authorised to make any representations concerning the Product unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on & waives any claim for breach of any such representations which are not so confirmed. 2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the suitability application or efficacy of the Product which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customers own risk & accordingly the Company shall not be liable for any such advice or recommendation which is not confirmed. 2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the Company.

**3.ORDERS & SPECIFICATIONS** 3.1 No acceptance tendered by the Customer shall be deemed to be accepted by the Company unless & until confirmed in Writing by the Company's authorised representative. 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any request for a quotation (including any applicable specification) submitted by the Customer and the accuracy of any proof submitted for approval to the Customer. 3.3 The quantity quality & description of & any specification for the Product shall be those set out in the Company's quotation & any samples presented shall not constitute a sale by sample. 3.4 The Customer shall indemnify the Company against loss damages costs & expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for libel or for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification. 3.5 The Company reserves the right to make any changes in the specification of the Product which are required to conform with any applicable safety or other statutory requirements or where the Product is to be supplied to the Company's specification which do not materially effect its quality or performance. 3.6 No quotation which has been accepted by the Company may be cancelled or amended by the customer except with the agreement in Writing of the Company & on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour & materials used) damages charges & expenses incurred by the Company as a result of cancellation or amendment.

**4.COST OF PRODUCT** 4.1 The cost of the Product shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer after which time they may be altered by the Company without giving notice to the Customer. 4.2 The Company reserves the right by giving notice to the Customer at any time before supplying the Product to increase the price of the Product to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the costs of labour materials or other costs of manufacture) any change in delivery dates quantities or specifications for the Product which is requested by the Customer or any delay caused by any instructions of the customer or failure of the Customer to give the Company suitable artwork adequate information or instructions. 4.3 Except as otherwise stated under the terms of any quotation of the Company & unless otherwise agreed in Writing between the Customer & the Company all prices are given by the Company on an Ex-works basis & where the Company agrees to deliver the Product otherwise than at the Company's premises the Customer shall be liable to pay the Company's charges for transport packaging & insurance. 4.4 The price is exclusive of any applicable VAT, which the Customer shall be additionally liable to pay to the Company.

**5.TERMS OF PAYMENT** 5.1 Subject to any special terms in Writing between the Customer & the Company the Company shall be entitled to invoice the Customer for the cost of the Product on or at any time after delivery of the Product unless the Product is to be collected by the Customer or the Customer wrongfully fails to take delivery of the Product in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Product is ready for collection or (as the case may be) the Company has tendered delivery of the Product. 5.2 The Customer shall pay the price (without deduction) 30 days from the end of the month of the Company's invoice notwithstanding the property in the Product has not passed to the Customer. The timely payment of the price shall be of the essence of the Contract Receipts for payment will be issued only upon request. 5.3 If the Customer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to: 5.3.1 cancel the contract or suspend any further deliveries to the Customer; 5.3.2 charge the Customer interest (both before & after any judgement) on the amount unpaid at the rate of 2 and 1 half per cent per

annum above base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

**6.DELIVERY** 6.1 Delivery of the Product shall be made by the Customer collecting the product at the Company's premises at any time after the Company has notified the Customer that the Product is ready for collection or if some other place for delivery is agreed by the Company delivering the Product to that place. 6.2 Any dates quoted for delivery of the Product is to be made approximate only & the Company shall not be liable for any delay in delivery of the Product howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in Writing. The Product may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer. 6.3 Where delivery of the Product is to be made by the Company in bulk the Company reserves the right to deliver up to 10% more or 10% less than the quantity ordered without any adjustment in the price & the quantity so delivered shall be deemed to the quantity ordered. 6.4 Where the product is to be delivered in instalments each delivery shall constitute a separate contract & failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated. 6.5 If the Company fails to deliver the Product for any good reason other than any cause beyond the Company's reasonable control or the Customer's fault & the Company is accordingly liable to the Customer the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Product. 6.6 If the Customer fails to take delivery of the Product or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may; 6.6.1 store the Product until actual delivery & charge the Customer for the reasonable costs (including insurance) of storage or 6.6.2 sell the Product at the best price readily obtainable & (after deducting all reasonable storage & selling expenses) account to the Customer for the excess over the price under the contract or charge the Customer for any shortfall below the price under the Contract.

**7.RISK & PROPERTY** 7.1 Risk of damage to or loss of the Product shall pass to the Customer: 7.1.1 in the case of Product to be delivered at the Company's premises at the time when the Company notifies the Customer that the Product is available for collection; or 7.1.2 in the case of Product to be delivered otherwise that at the Company's premises at the time of the delivery or if the Customer wrongfully fails to take delivery of the Product the time when the Company has tendered delivery of the Product. 7.2 Notwithstanding delivery & the passing of risk in the Product or any other provisions of these Conditions the property in the Product shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Product & all other goods agreed to be sold by the Company to the Customer for which payment is then due. 7.3 Until such time as the property in the Product passes to the Customer the Customer shall hold the Product as the Company's fiduciary agent & bailee & shall keep the Product separate from those of the customer & third parties & properly stored protected & insured & identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Product in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Product whether tangible or intangible including insurance proceeds & shall keep all such proceeds separate from any moneys or property of the Customer & third parties & in the case of tangible proceeds properly stored protected & insured. 7.4 Until such time as the property in the Product passes to the Customer (& provided the Product is still in existence & has not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Product to the Company & if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Product is stored & repossess the Product. 7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due & payable.

**8.WARRANTIES & LIABILITY** 8.1 Subject as expressly provided in these Conditions & except where the Product is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. 8.2 Any claim by the Customer which is based on any defect in the quality or condition of the Product or their failure to correspond with specification shall be notified in writing to the Company within 4 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused & the Customer does not notify the Company accordingly the Customer shall not be entitled to reject the Product & the Company shall have no liability for such defect or failure & the Customer shall be bound to pay the price as if the Product had been delivered in accordance with the Contract. 8.3 Where any valid claim in respect of any of the Product which is based on any defect in the quality of work or condition of the Product or the failure to meet specification is notified to the Company in accordance with these Conditions the Company shall be entitled to replace the Product (or the part in question) free of charge or at the Company's sole discretion refund to the Customer the price of the Product (or a proportionate part of the price) but the Company shall have no further liability to the Customer. 8.4 Except in respect of death personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (& whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Product except as expressly provided in these Conditions. 8.5 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Product if the delay was due to any cause beyond the Company's reasonable control & in such circumstances the Company shall be entitled to cancel the contract without any liability to the Customer without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control:

8.5.1 Act of God explosion flood tempest fire or accident. 8.5.2 War or threat of war sabotage insurrection civil disturbance or requisition. 8.5.3 Acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any government parliamentary or local authority. 8.5.4 Import or export regulations or embargoes. 8.5.5 Strike lock-out or other industrial actions or trade disputes (whether involving employees of the Company or of a third party). 8.5.6 Difficulties in obtaining raw materials labour fuel parts or machinery. 8.5.7 Artwork or materials supplied by the Customer. 8.5.7 Power failure or breakdown in machinery. 8.6 Where the Product is intended for use in connection with any food drug or substance of a volatile or delicate nature it is the responsibility of the Customer to ensure that the Product will not adversely affect any such food drug or other substance. The Company shall not be liable to the Customer for any claim alleging that any such food drug or other substance has been adversely affected & the Customer indemnifies the Company from & against all liabilities by third parties in respect of any claim that any such food drug or substance has affected & caused the third party loss or damage. 8.7 Artwork & materials supplied by the Customer will be held by the Company solely at the Customers risk unless otherwise agreed & the Customer should insure accordingly.

9.INSOLVENCY OF CUSTOMER 9.1 This clause applies if: 9.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or 9.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer; or 9.1.3 the Customer ceases or threatens to cease to carry on business; or 9.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer & notifies the Customer accordingly. 9.2 If this clause applies then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or cease any work under the Contract without any liability to the Customer & if the Product has been supplied but not paid for the price shall become immediately due & payable notwithstanding any previous agreement or arrangement to the contrary, and 9.3 in respect of all unpaid debts due from the Customer have a general lien on all goods & property in his possession (whether worked on or not) & shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner & at such price as he thinks fit & to apply the proceeds towards such debts.

10.ILLEGAL MATTER 10.1 The Company shall not be required to print any matter, which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. 10.2 The Company shall be indemnified by the Customer in respect of any claims, costs & expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

11.MATERIALS SUPPLIED BY THE CUSTOMER 11.1 The Company may reject any paper, plates or other materials supplied or specified by the Customer which appear to the Company to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer. 11.2 Where materials are so supplied or specified, the Company will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. 11.3 Quantities of materials supplied shall be adequate to cover normal spoilage.

12. STANDING MATERIAL 12.1 Artwork, origination film & other materials owned by the Company & used by the Company in the production of type, plates, negatives, positives & the like shall remain the Company's' exclusive property. Such items when supplied to the Customer shall remain the Customer's property. 12.2 Negatives, positives, plates & screens may be effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

13. GENERAL 13.1 No waiver by the company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. 13.2 The Contract shall be governed by the laws of England.